

**AMENDMENT TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this _____ day of _____, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Korve Engineering (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional Engineering services for Right Turn Lane at Abel and Calaveras project, (Project No. 4186), on January 4, 2000; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering and right-of-way services for Right Turn Lane at Abel and Calaveras.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on June 1, 2005.

2. Section 1, entitled "Services" is amended by adding Exhibit "A-1", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled " Compensation " is amended to add Exhibit "A-1", which is attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibit "A-1" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "A-1" shall be \$25,000.00, as outlined in Exhibit B-1 "Fee Estimate".

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated March 29, 2002, between Korve Engineering and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

City Engineer as to content

City Manager

City Attorney as to Form

ATTESTED BY:

City Clerk

Exhibit A-1

06 April 2004

Julie Waldron
City of Milpitas Engineering Division
455 E. Calaveras Blvd.
Milpitas, CA 95035-5411

Project: #4186 – Right Turn Lane at Abel/Calaveras

Exhibit A-1: Scope for Additional Work Items

Julie:

Per the City's request at our meeting on March 26, Kolve Engineering, Inc. (KORVE) is pleased to submit this scope and fee estimate for additional services as they relate to the Right Turn Lane at Abel/Calaveras (SR237) Project.

As you are aware, Kolve Engineering, Inc. submitted 100% plans, specifications and estimate for final review and comments on March 1, 2004. We have completed the majority of tasks in the scope and are approximately 95% complete with the original contract. The remaining tasks we anticipate from this point to the end of the contract are, in general, final utility coordination and notices, response to 100% submittal comments, and printing of final bid documents.

Since the submission of 100% documents, events have occurred that have either affected our original budget, or have potential impact to the remaining budget. While we have accommodated some of the additional items under our current budget, we are exhausting this budget on the additional items at the expense of the original scope items. We understand that the project is on a compressed schedule. It is our intent to assist the City in their best interests while providing appropriate budget for the required services. Based on our understanding of the current direction, and as requested during the course of design, we have identified the items below as outside our original scope. We appreciate your consideration to expand our contract scope and budget to add the following items:

A.1.0 – Additional Project Management and Meetings – Our contract for design services was expected to be complete approximately two months after submittal of the 95% PS&E in April 2002. The duration of the project has now been extended through December 31, 2004, per the City's request. Our budget estimate for this includes attendance at progress meetings every other week, for a total of twenty (20) meetings for a total of three (3) hours per meeting. The estimate of hours includes preparation, attendance, meeting notes and travel time. It is assumed that the Project Supervisor will attend every 3rd meeting, or a total of six (6) meetings. We anticipate some overlap of meeting attendance with the Great Mall Parkway / I-880 contract, which has been taken into account when determining the meeting duration in this fee calculation. In addition the budget estimate includes an extension of project management tasks in our original scope.

A.2.1 – Change from Encroachment Permit process to PSR – Our original scope was based on the project being approved by Caltrans through the Encroachment Permit process. Transitioning the project from Caltrans Encroachment Permit project to a Project Study Report/Project Report process requires additional work effort that was not part of our original scope and budget.

The level of our involvement in the PSR preparation is limited to supplying design information on the short PSR form for Local Rehabilitation provided by the City and suggested for use by Caltrans. Information to be supplied will be limited to design and traffic information already obtained or analyzed under the original scope of work. No further analysis or design is assumed to be required. Items from the previously submitted construction cost estimate will be reorganized as necessary to fit the format of the PSR. It is assumed that the City will provide cost estimates for environmental studies, permits, PS&E preparation, right of way, and administrative costs.

Need and purpose statements, development and analysis of alternatives, accident analysis, traffic operations analysis, environmental analysis, and other items commonly included in full-scale PSR's are assumed to not be required and are outside our scope of work. It is also assumed that the drawings will remain in US customary units, and conversion to metric units is not required. It is assumed that the 100% plan submittal will accompany the PSR short form in lieu of the requested attachments and no other exhibits will be prepared. The fee estimate includes two (2) meetings with Caltrans to discuss the prepared PSR short form.

B.2.2 – Right-of-way exhibits – We prepared additional exhibits for right-of-way take options in preparation to illustrate potential land swap options between the City and the State at the Carlo Street entrance. These exhibits were prepared to approach Caltrans with land swap options in support of a streamlined PSR process.

B.4.1 – Additional traffic engineering services – In addition to completing the in-scope traffic analysis on the traffic counts collected in 2002, we reviewed year 2015 forecasted data from the City and performed an additional analysis on these forecasted volumes. The result of the analysis was a right turn lane that was longer than what could be constructed at this time. Included in this estimate and upon authorization, we will update the traffic operations memorandum previously transmitted to you to include discussion of these forecasted volumes.

A.3.1 – Pavement Section Alternatives – The pavement section design in the current 100% set of plans was based on the traffic counts collected in March 2002 and an assumed basement soil with R-value of 5 as there was no geotechnical information available. It is our understanding that the City is currently in the process of procuring the services of a geotechnical engineer. We will design the pavement section based upon information provided by the City from the geotechnical investigation. Based on the revised pavement section, we anticipate updating the drawings for one round of review and modification of the cost estimate accordingly.

B.5.1 – Number of Affected Parcels – Our original scope and budget assumed preparation of plat maps and legal descriptions of one (1) parcel. After the traffic

Ms. Julie Waldron
06 April 2004
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analysis determined the length of the right turn lane, it was discovered that the project would require right-of-way acquisition of three parcels. We estimate that an additional amount to complete plat maps and legal descriptions for an additional two parcels, including separate plats and legal descriptions for temporary construction easements.

Please find attached a fee estimate that itemizes the additional cost of each of the items described above. We have identified the total estimated fee for these additional services to be **\$22,720**, as shown in the attached Exhibit B-1.

We appreciate your prompt attention to this matter, and are available to speak with you regarding any questions or concerns you might have.

Sincerely,
Korve Engineering, Inc.

Linda D. Rimbach, PE
Civil Group Leader

cc: Tom Yousch, Swinerton Management

Korve Engineering
Korve Project: 802043x0

City of Milpitas
Project # 4186 - Right Turn Lane at Abel/Calaveras

Exhibit B-1: Fee Estimate

Task	Description	Estimated Labor Hours			Total Hours	Total Cost	
		Proj Supr	PM/PE	Design/CAD			
<i>Additional Work Projected to End of Contract</i>							
A.1.0	Project Management and Meetings	22	74		96	\$ 11,960.00	Subtotal
A.2.1	Encroachment Permit to PSR	2	24		26	\$ 3,160.00	
A.3.1	Pavement Section Alternatives		12	4	16	\$ 1,780.00	
					138	\$ 16,900.00	
<i>Out of Scope Work Performed to Date</i>							Subtotal
B.2.2	ROW Swap Exhibits		2	8	10	\$ 920.00	
B.4.1	Additional Traffic Analysis - 2015 Volumes		16		16	\$ 1,920.00	
B.5.1	Prepare Plats/Legals for Add'l 2 Parcels		4		4	\$ 480.00	
					30	\$ 3,320.00	
Total Labor Hours		24	132	12	168	\$ 20,220.00	Subtotal
Rates		\$ 140.00	\$ 120.00	\$ 85.00			

Task B.5.1 Subconsultant - HMM Engineers \$ 2,500.00

\$ 22,720.00 Grand Total